

REGULAR MONTHLY MEETING

The Regular Monthly Meeting of the Spalding County Board of Commissioners was held in Room 108 in the Courthouse Annex, Monday, December 3, 2007 beginning at 6:00 o'clock p.m. Commission Chairman Eddie Freeman presided, and Commissioners Edward Goss, Jr., Johnie McDaniel, Gwen Flowers-Taylor and David Phillips were present. Also present were County Manager William P. Wilson, Jr., Assistant to the County Manager Paul Van Haute, County Attorney James R. Fortune, Jr., Community Development Director Chuck Taylor, Administrative Services Director Jinna L. Garrison, and Executive Secretary Teresa Watson.

I. OPENING (CALL TO ORDER) – Chairman Eddie Freeman

II. INVOCATION - Pastor R.G. Floyd

III. PLEDGE TO FLAG – Led by Commissioner Johnie McDaniel

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. David Vitek of Pulte Homes desires to update the Board on Sun City Peachtree.

Mr. Vitek provided an update on the status of Sun City Peachtree. He noted they had shut down the waterfall out of consideration for the Level IV drought conditions, even though it uses a recirculating system, because there is some evaporation factor. Included in the presentation was a sampling of the drought-tolerant landscaping, pictures from the development, and an accounting of closings for properties there. They have pulled around 80 building permits and homeowners appear to be very excited about the prospect of living in Spalding County. He detailed a few of the planned activities and events at Sun City, including a fall festival which included not only residents but neighbors and about 18 children from Stepping Stones. At Jazz Night, there were around 100 people in attendance. A groundbreaking ceremony for the amenities center will take place shortly, and this now-45,000 square foot facility has increased in size as planning has progressed. It will include a fine arts theater stage and a movie theater, as well. He complimented County Staff and noted theirs was a good working relationship to date. He asked the Chairman to select a date in January to invite commissioners and department heads for a luncheon and a guided tour of the property. He offered to answer questions.

2. The Chairman, on behalf of the Board of Commissioners, desires to acknowledge the Spalding County Parks and Recreation Department for its involvement in the Veterans Day Celebration.

Chairman Freeman read a letter of commendation which he presented to Parks and Recreation Director Louis Greene.

3. Consider Proclamation commemorating the 140th Anniversary of Mount Zion Baptist Church.

Proclamation

In Honor of the 140th Anniversary of Mount Zion Baptist Church

- WHEREAS:** The Mount Zion Baptist Church, Mother Church of African American Baptist Churches of Griffin, was built in 1867 on the corner of Solomon and Ninth Streets; and
- WHEREAS:** In December 1867, 50 confirmed members signed the charter and the first Church Pastor, the Reverend David Wilson, was installed; and
- WHEREAS:** Mount Zion Baptist Church has had 15 senior pastors since 1867; and
- WHEREAS:** Mount Zion Baptist Church moved to the present site in 1927, and
- WHEREAS:** In September 1977, the Reverend Dr. Cleopatrik Lacy accepted the call to be the 16th and current pastor; and
- WHEREAS:** The Mount Zion Baptist Church has grown to 450 members who strive to meet their vision of “To Know Christ and Make Him Known”; and
- WHEREAS:** The Mount Zion Baptist Church has become an enduring presence in the community, expanding the physical facilities to promote the ever-growing spiritual needs and outreach efforts of its members; and
- WHEREAS:** 2007 marks the 140th Anniversary of Mount Zion Baptist Church in Griffin, Georgia and, in honor of this occasion, the Mount Zion Baptist Church will celebrate this memorable occasion on December 15th and 16th, 2007.

**NOW, THEREFORE
BE IT RESOLVED**

that I, Eddie Freeman, by virtue of the authority vested in me as Chairman of the Board of Commissioners of Spalding County do hereby congratulate the Mount Zion Baptist Church on the celebration of its 140th Anniversary of community service in the Griffin and Spalding County area, and offer sincere best wishes for many more years of thriving fellowship to all the members of this congregation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the third day of December, in the year of our Lord, two thousand seven.

Chairman Freeman read the proclamation and presented it to Reverend Cleopatrik Lacy. *Motion and second to approve Proclamation commemorating the 140th Anniversary of Mount Zion Baptist Church by Commissioners McDaniel and Flowers-Taylor carried unanimously at 5-0.*

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider Financial Statements for the Four Months ended October 31, 2007.

Motion and second by Commissioners McDaniel and Phillips to approve Financial Statements for the Four Months ended October 31, 2007 carried unanimously at 5-0.

VI. CITIZENS COMMENTS – None

VII. PUBLIC COMMENT

David Floyd, 35 North McDonough Road, Griffin, Georgia

Mr. Floyd was present to address the state route designation of Highway 155. Although he acknowledged the City does have a problem with large trucks downtown, he felt this proposed solution was a drastic measure. He was concerned for safety and increased traffic, particularly in light of the new Rehoboth Road Middle School that will be opening in the area. Mr. Floyd urged commissioners to be open to other alternatives and he respectfully questioned whether or not Grice and Associates had adequately explored the transportation issues involved.

Tim Perez, 205 Carmen Road, Griffin, Georgia

Mr. Perez introduced himself as a candidate for the elected office of Sheriff in the upcoming election.

Linette Alt, Bennett International Group and resident of 685 North McDonough Road, Griffin, Georgia
She works with over 3500 owner/operator drivers. She had an industry consultant evaluate the road she lives on and in the opinion of the consultant, McDonough Road would never be a route they would utilize for truck traffic primarily because of safety concerns. With 133 driveways on the road, ingress and egress would be problematic. Reaction times of heavy trucks versus vehicles, such as when braking, posed a real concern for her on the hilly topography. They currently route their trucks down I-75 to the interchange and exit on Highway 16, or over the new Highway 80 to Highway 19/41 south to Griffin. The steep hills would also be an expensive venture for GDOT because heavy rigs could not regulate their speed adequately with such slopes. The road, in her estimation, is very dangerous and will almost certainly lead to increased accidents.

Bobby Peurifoy, 917 South McDonough Road, Griffin, Georgia
He attended the G-SATC meetings back in the summer, and he knew the City was the driving force in the effort to divert the truck traffic from the downtown area but North and South McDonough Road are as much residential districts as East College or Maple Drive. These residents have invested their time, effort and money in their properties along this road. The enhancements that GDOT will have to make will utterly destroy their existence. He asked the Board to please deny this request.

Mark Roland, 726 North McDonough Road, Griffin, Georgia
Mr. Roland retired here from Bibb County, and he does not want to disrupt his property and his lifestyle with heavy truck traffic.

William Chadney, 103 Walnut Grove Road, Griffin, Georgia
Mr. Chadney wants to see trucks relegated to Highway 16 from I-75 and not down McDonough Road.

Brenda Ballard, 355 North McDonough Road, Griffin, Georgia
She did not want to see their existence disrupted by heavy truck traffic.

Randy Osborn, 106 Walnut Grove Road, Griffin, Georgia
He spoke against the proposed state route designation on McDonough Road, as well.

VIII. MINUTES

1. Consider approval of the minutes of the November 5, 2007 Extraordinary Session and the November 29, 2007 Zoning Public Hearing of the Board of Commissioners.

Motion and second to approve minutes of the November 5, 2007 Extraordinary Session and the November 29, 2007 Zoning Public Hearing of the Board of Commissioners by Commissioners Phillips and McDaniel carried unanimously at 5-0.

Motion to amend the agenda to discuss commercial development along the LCI development corridor by Commissioner Flowers-Taylor, seconded by Commissioner Goss carried 5-0.

Motion and second to move Item #7 from new business to Item #1 under new business by Commissioners Phillips and Goss respectively, carried 5-0.

IX. CONSENT AGENDA

1. Consider approval, on second reading, Ordinances to amend the Spalding County Code of Ordinances Part VI Licensing and Regulation, Chapter 1, Businesses and Occupations, Revocation of License as follows: 1) Ordinance #2007-23, Article C. Sales of Alcoholic Beverages for Consumption on Premises, Section 6-1073, 2) Ordinance #2007-24, Article B. Retail Liquor Package Stores, Section 6-1048, and 3) Ordinance #2007-25, Article A. Sale of Malt Beverages and Wine, Section 6-1012.

ORDINANCE #2007-23

AN ORDINANCE TO AMEND PART VI. LICENSING AND REGULATION, CHAPTER 1. BUSINESSES AND OCCUPATIONS, ARTICLE C. SALES OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PREMISES, SECTION 6-1073. REVOCATION OF LICENSE OF THE SPALDING COUNTY CODE ORDINANCES

Be it resolved to amend Section 6-1073 of the Spalding County Code of Ordinances by striking said section in its entirety and inserting a new Section 6-1073 to read as follows:

“6-1073. **Revocation of license.**

- (a) Investigations.

The board of commissioners of the county shall have the right to make such inquiry or investigation as it may find to be reasonably necessary to determine compliance with this chapter. Such investigation may consist, among other actions, of calling licensees for examination under oath, obtaining evidence under oath from other persons; the procurement of documents and records

including records of the licensee, and inspection and examination of records and documents from whatever source obtainable.

(b) Hearing.

Any alcoholic beverage license issued under this article may be revoked or suspended by the board of commissioners of the county for cause shown, after a hearing of which at least three days' written notice shall be given to the licensee. Such notice shall specify the time, place and purpose of the hearing, and a statement of the charges upon which such hearing shall be held. At such hearing, the licensee shall have the right to appear in person and by attorney, and both the county and the licensee shall have the right to present evidence under oath, introduce documentary evidence, cross-examine witnesses and generally present evidence of violation of this chapter or absence thereof. Such hearing may be conducted either by the board of commissioners of the county or by one of its committees. If the matter of the hearing is referred to a committee, the committee shall make its recommendations to the full board of commissioners of the county which shall act thereon.

(c) Grounds for suspension or revocation of license.

(i) The following shall be considered just cause for the suspension or revocation of a license issued under this article:

(1) The performance of any act prohibited by this chapter or the failure to perform any act required by this chapter as well as the violation of any law, state or federal, relating to the business of the licensee. If such act, omission or violation is done by an agent, servant, employee, or officer of the licensee, the lack of knowledge on the part of the licensee or the lack of authorization for such act or omission or violation shall be no defense.

(2) The entry of a plea of guilty or nolo contendere, or the conviction of any licensee, partner, or any officer, director or stockholder of a licensee corporation with respect to a charge of violation of any of the laws of the United States or of the state relating to alcohol control, or any crime, whether a felony or not, involving moral turpitude.

(3) Any other act or omission with respect to the operation of a business licensed hereunder which the board of commissioners of the county shall find to be contrary to the public interest, or which shall render the licensee or the business location unfit for the continued operation of the business.

(ii) In addition to the matters enumerated in subsection (a) of this section, the following shall be considered just cause for suspension or revocation of a license for sales of alcoholic beverages for consumption on the premises: The occurrence on two or more occasions within any 12-month period of fights, disorderly conduct, drunkenness, breach of the peace, and other similar conduct whether the same be committed by the licensee or by customers or others.

(d) Basis of determination.

The board of commissioners of the county shall have the right for cause shown to revoke or to suspend an alcoholic beverage license for a period of time. Whether a license shall be suspended or revoked, and, if suspended, for what period of time, shall be determined by the commission after a consideration of the evidence in the cause and in accordance with the board of commissioners' finding as to the severity of the offense.

(e) For the first violation of this article or for a violation of any law, state or federal, pertaining to the conduct of the license holder's business, the following punishment shall be imposed:

(1) For the first offense, a fine of one thousand dollars (\$1,000.00).

(2) For the second offense within five (5) years of any other offense, the license holder shall be fined the sum of one thousand five hundred dollars (\$1,500.00) and shall lose the privilege of selling alcohol in his establishment for ninety (90) days.

(3) For the third offense within five (5) years of any other offense, the license holder shall be fined the sum of two thousand five hundred dollars (\$2,500.00) and his license shall be immediately suspended and there shall be no further sales of alcohol by that licensee until the licensee has reapplied for and been granted a new license.

(f) Any license holder who has had his license revoked pursuant to the provisions of subsection (e) above shall have the right to reapply for a license anytime after his license has been revoked for more than twelve (12) months.

The within ordinance shall be and become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia present at two meetings, as provided in Section 2-1005 of the Code of Spalding County, Georgia.

All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

ORDINANCE #2007-24
AN ORDINANCE TO AMEND PART VI. LICENSING AND REGULATION, CHAPTER 1.
BUSINESSES AND OCCUPATIONS,
ARTICLE B. RETAIL LIQUOR PACKAGE STORES,
SECTION 6-1048. REVOCATION OF LICENSE
OF THE SPALDING COUNTY CODE ORDINANCES

Be it resolved to amend Section 6-1048 of the Spalding County Code of Ordinances by striking said section in its entirety and inserting a new Section 6-1048 to read as follows:

“6-1048. **Revocation of license.**

(a) Investigations.

The board of commissioners of the county shall have the right to make such inquiry or investigation as it may find to be reasonably necessary to determine compliance with this chapter. Such investigation may consist, among other actions, of calling licensees for examination under oath, obtaining evidence under oath from other persons; the procurement of documents and records including records of the licensee, and inspection and examination of records and documents from whatever source obtainable.

(b) Hearing.

Any alcoholic beverage license issued under this article may be revoked or suspended by the board of commissioners of the county for cause shown, after a hearing of which at least three days' written notice shall be given to the licensee. Such notice shall specify the time, place and purpose of the hearing, and a statement of the charges upon which such hearing shall be held. At such hearing, the licensee shall have the right to appear in person and by attorney, and both the county and the licensee shall have the right to present evidence under oath, introduce documentary evidence, cross-examine witnesses and generally present evidence of violation of this chapter or absence thereof. Such hearing may be conducted either by the board of commissioners of the county or by one of its committees. If the matter of the hearing is referred to a committee, the committee shall make its recommendations to the full board of commissioners of the county which shall act thereon.

(c) Grounds for suspension or revocation of license.

(i) The following shall be considered just cause for the suspension or revocation of a license issued under this article:

- (1) The performance of any act prohibited by this chapter or the failure to perform any act required by this chapter as well as the violation of any law, state or federal, relating to the business of the licensee. If such act, omission or violation is done by an agent, servant, employee, or officer of the licensee, the lack of knowledge on the part of the licensee or the lack of authorization for such act or omission or violation shall be no defense.
- (2) The entry of a plea of guilty or nolo contendere, or the conviction of any licensee, partner, or any officer, director or stockholder of a licensee corporation with respect to a charge of violation of any of the laws of the United States or of the state relating to alcohol control, or any crime, whether a felony or not, involving moral turpitude.
- (3) Any other act or omission with respect to the operation of a business licensed hereunder which the board of commissioners of the county shall find to be contrary to the public interest, or which shall render the licensee or the business location unfit for the continued operation of the business.

(ii) In addition to the matters enumerated in subsection (a) of this section, the following shall be considered just cause for suspension or revocation of a license for retail sales of liquor: The occurrence on two or more occasions within any 12-month period of fights, disorderly conduct,

drunkenness, breach of the peace, and other similar conduct whether the same be committed by the licensee or by customers or others.

(d) Basis of determination.

The board of commissioners of the county shall have the right for cause shown to revoke or to suspend an alcoholic beverage license for a period of time. Whether a license shall be suspended or revoked, and, if suspended, for what period of time, shall be determined by the commission after a consideration of the evidence in the cause and in accordance with the board of commissioners' finding as to the severity of the offense.

(e) For the first violation of this article or for a violation of any law, state or federal, pertaining to the conduct of the license holder's business, the following punishment shall be imposed:

- (1) For the first offense, a fine of one thousand dollars (\$1,000.00).
- (2) For the second offense within five (5) years of any other offense, the license holder shall be fined the sum of one thousand five hundred dollars (\$1,500.00) and shall lose the privilege of selling alcohol in his establishment for ninety (90) days.
- (3) For the third offense within five (5) years of any other offense, the license holder shall be fined the sum of two thousand five hundred dollars (\$2,500.00) and his license shall be immediately suspended and there shall be no further sales of alcohol by that licensee until the licensee has reapplied for and been granted a new license.

(f) Any license holder who has had his license revoked pursuant to the provisions of subsection (e) above shall have the right to reapply for a license anytime after his license has been revoked for more than twelve (12) months.

The within ordinance shall be and become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia present at two meetings, as provided in Section 2-1005 of the Code of Spalding County, Georgia.

All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

ORDINANCE #2007-25
AN ORDINANCE TO AMEND PART VI. LICENSING AND REGULATION, CHAPTER 1.
BUSINESSES AND OCCUPATIONS,
ARTICLE A. SALE OF MALT BEVERAGES AND WINE,
SECTION 6-1012. REVOCATION OF LICENSE
OF THE SPALDING COUNTY CODE ORDINANCES

Be it resolved to amend Section 6-1012 of the Spalding County Code of Ordinances by striking said section in its entirety and inserting a new Section 6-1012 to read as follows:

“6-1012. Revocation of license.

(a) Investigations.

The board of commissioners of the county shall have the right to make such inquiry or investigation as it may find to be reasonably necessary to determine compliance with this chapter. Such investigation may consist, among other actions, of calling licensees for examination under oath, obtaining evidence under oath from other persons; the procurement of documents and records including records of the licensee, and inspection and examination of records and documents from whatever source obtainable.

(b) Hearing.

Any alcoholic beverage license issued under this article may be revoked or suspended by the board of commissioners of the county for cause shown, after a hearing of which at least three days' written notice shall be given to the licensee. Such notice shall specify the time, place and purpose of the hearing, and a statement of the charges upon which such hearing shall be held. At such hearing, the licensee shall have the right to appear in person and by attorney, and both the county and the licensee shall have the right to present evidence under oath, introduce documentary evidence, cross-examine witnesses and generally present evidence of violation of this chapter or absence thereof. Such hearing may be conducted either by the board of commissioners of the county or by one of its

committees. If the matter of the hearing is referred to a committee, the committee shall make its recommendations to the full board of commissioners of the county which shall act thereon.

(c) Grounds for suspension or revocation of license.

(i) The following shall be considered just cause for the suspension or revocation of a license issued under this article:

- (1) The performance of any act prohibited by this chapter or the failure to perform any act required by this chapter as well as the violation of any law, state or federal, relating to the business of the licensee. If such act, omission or violation is done by an agent, servant, employee, or officer of the licensee, the lack of knowledge on the part of the licensee or the lack of authorization for such act or omission or violation shall be no defense.
- (2) The entry of a plea of guilty or nolo contendere, or the conviction of any licensee, partner, or any officer, director or stockholder of a licensee corporation with respect to a charge of violation of any of the laws of the United States or of the state relating to alcohol control, or any crime, whether a felony or not, involving moral turpitude.
- (3) Any other act or omission with respect to the operation of a business licensed hereunder which the board of commissioners of the county shall find to be contrary to the public interest, or which shall render the licensee or the business location unfit for the continued operation of the business.

(ii) In addition to the matters enumerated in subsection (a) of this section, the following shall be considered just cause for suspension or revocation of a license for retail sales of malt beverages and wine: The occurrence on two or more occasions within any 12-month period of fights, disorderly conduct, drunkenness, breach of the peace, and other similar conduct whether the same be committed by the licensee or by customers or others.

(d) Basis of determination.

The board of commissioners of the county shall have the right for cause shown to revoke or to suspend an alcoholic beverage license for a period of time. Whether a license shall be suspended or revoked, and, if suspended, for what period of time, shall be determined by the commission after a consideration of the evidence in the cause and in accordance with the board of commissioners' finding as to the severity of the offense.

(e) For the first violation of this article or for a violation of any law, state or federal, pertaining to the conduct of the license holder's business, the following punishment shall be imposed:

- (1) For the first offense, a fine of one thousand dollars (\$1,000.00).
- (2) For the second offense within five (5) years of any other offense, the license holder shall be fined the sum of one thousand five hundred dollars (\$1,500.00) and shall lose the privilege of selling alcohol in his establishment for ninety (90) days.
- (3) For the third offense within five (5) years of any other offense, the license holder shall be fined the sum of two thousand five hundred dollars (\$2,500.00) and his license shall be immediately suspended and there shall be no further sales of alcohol by that licensee until the licensee has reapplied for and been granted a new license.

(f) Any license holder who has had his license revoked pursuant to the provisions of subsection (e) above shall have the right to reapply for a license anytime after his license has been revoked for more than twelve (12) months.

The within ordinance shall be and become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia present at two meetings, as provided in Section 2-1005 of the Code of Spalding County, Georgia.

All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

Motion to approve, on second reading, Ordinances to amend the Spalding County Code of Ordinances Part VI Licensing and Regulation, Chapter 1, Businesses and Occupations, Revocation of License as follows: 1) Ordinance #2007-23, Article C. Sales of Alcoholic Beverages for Consumption on Premises, Section 6-1073, 2) Ordinance #2007-24, Article B. Retail Liquor

Package Stores, Section 6-1048, and 3) Ordinance #2007-25, Article A. Sale of Malt Beverages and Wine, Section 6-1012 by Commissioners McDaniel and Flowers-Taylor carried 5-0.

X. OLD BUSINESS

- a. Lift from the table: Consider request to renew the 2008 Alcoholic Beverage License – Retail Package for the following (all criteria has been met): 1) Raymond J. Beaugrand, d/b/a Fatzo’s Bottle Shop, 3933 North Expressway, Beer Wine and Liquor; 2) Diand Suk Choi, d/b/a Sam’s Package Store, 1301 North Hill Street, Beer and Wine; and 3) Diand Suk Choi, d/b/a Young’s Liquor Store, 1301 North Hill Street, Liquor.

Motion and second to lift by Commissioners Flowers-Taylor and Phillips carried 5-0.

Raymond J. Beaugrand, 3933 North Expressway (work), 70 Patterson Road (home), Griffin
His violations resulted from two separate sting operations, and the last violation involved his daughter who was filling in during his short absence. The other was a temporary employee who was filling in while he was out with a medical condition. He checks constantly for violators, and signs are posted in his business. His daughter actually lost her job over the incident.

Diand Suk Choi, 1301 North Hill Street, Griffin, Georgia
She assumed operation of these businesses about two years ago. Friends were the ones who were charged with these violations and they were trying to assist by filling in at the store and were not familiar with restrictions. Signs are posted, and frequently minors try to purchase liquor. They try to be diligent but it is a constant problem. She has tried to address the drinking outside the store and it is not happening as frequently as before, but it happens more on the weekend and is harder to control then. She has thought about getting some security personnel to help on this issue.

Commissioner Flowers-Taylor said this was her area and she has witnessed people standing around outside drinking even this past weekend. It happens all the time, perhaps more at the first of the month, but it occurs around children and other residents which is a real concern for her.

Mr. Fortune confirmed that with regard to a retail outlet for alcoholic beverages, the customer cannot open the container on the premises where purchased. Citations could be issued to the customer and to the business owner for violations. The purchaser could be cited for open container under state law, and the business owner could be cited for violations of the Spalding County Code of Ordinances. If this behavior continues to occur, the business owner should engage the Sheriff’s Department to cite violators.

Ms. Choi stated the dividing line between City and County in front of her location is problematic for enforcement of this behavior. When approached, customers just go across the street to the City.

Mr. Fortune stated the period of the license was a year.

Motion and second to approve requests to renew the 2008 Alcoholic Beverage License – Retail Package for the following (all criteria has been met): 1) Raymond J. Beaugrand, d/b/a Fatzo’s Bottle Shop, 3933 North Expressway, Beer Wine and Liquor; 2) Diand Suk Choi, d/b/a Sam’s Package Store, 1301 North Hill Street, Beer and Wine; and 3) Diand Suk Choi, d/b/a Young’s Liquor Store, 1301 North Hill Street, Liquor, by Commissioners Phillips and Flowers-Taylor carried 4-1 with Commissioner McDaniel opposing.

- b. Lift from the table: Consider request to renew the 2008 Alcoholic Beverage License – Consumption on Premises for the following: Curves, LLC, d/b/a Curves Bar & Grill, 2700 N. Expressway, for Beer, Wine & Liquor.

Motion and second to lift by Commissioners Phillips and Flowers-Taylor carried 5-0.

Motion and second to approve request to renew the 2008 Alcoholic Beverage License – Consumption on Premises for the following: Curves, LLC, d/b/a Curves Bar & Grill, 2700 N. Expressway, for Beer, Wine & Liquor by Commissioners Phillips and Flowers-Taylor carried 3-2 with Commissioners Goss and McDaniel opposing.

- c. Lift from the table: Consider request of KAMCO Property Company, postponed from the September 24, 2007 meeting, for controlled access for Spalding Heights Apartments in order to facilitate the proposed extensive renovation of the complex.

Motion and second to lift by Commissioners Phillips and Flowers-Taylor carried 5-0.

Mr. Chuck Taylor, Director of Community Development for Spalding County, stated he had contacted the owner of the property to detail the kinds of improvements being made to the property. He visited the site and took photos of the ongoing renovations. The level of renovation is impressive and he felt the quality of life for the residents there should see marked improvement. Much of the exterior work has been completed, and they are using hardy plank siding. They plan to replace 500 doors in the complex and all units will have tankless water heaters. Units will all get new toilets and vanities, and many more fixtures will be replaced as needed. There are new pads for

the central heating/air conditioning so work here is progressing, also. The key factor is to ensure the units are maintained. This new owner is trying to improve the quality of renters and now experiences a 65% vacancy rate because they have terminated some of the leases for problem tenants and are working toward enforcing lease requirements. This request to create a gated community is a logical next step in making sure this quality is maintained. A couple of concerns, which can be made conditions of the motion, deal with pedestrian access on the driveways. According to the building official, they anticipate a simulated wrought iron fence. These changes and improvements are more than any previous owner in a very long time.

Motion and second to approve request of KAMCO Property Company, postponed from the September 24, 2007 meeting, for controlled access for Spalding Heights Apartments in order to facilitate the proposed extensive renovation of the complex by Commissioners McDaniel and Phillips, with the provision that all entrances, including Lakewood Drive, shall provide for pedestrian access, carried 5-0.

XI. NEW BUSINESS

1. Consider request of Georgia Department of Transportation for executed Notice of Intent and Local State Route Acceptance Resolution for Proposed State Highway System Revisions in the City of Griffin and Spalding County relating to State Route 155 (CSSTP-0008-00(682), PD #0008682, Notice of Intent #3483).

David Millen, Georgia Department of Transportation representative, serving 31 counties
Mr. Millen provided some history leading up to this notice of intent. The City made initial contact with GDOT for a state aid project which proved to be cost prohibitive for local government. Then, in July, along with legislators, other governments asked that this be explored. This notice of intent is the result, and there is no funding for preliminary engineering, rights-of-way acquisition, and construction. In order for funding to be attached to any of these three phases, this notice must be signed. This intent asks to be added to the state route system to proceed with investigation of what it would take to bring the road up to state route requirements. This also removed a portion of the current state route designation from downtown to McDonough Road, along Jackson Road. This would add Highway 155 common on SR 16 for a portion of the distance, also. Former GDOT Commissioner Harold Linnenkohl put it in the program at the request of key personnel, and it was not initiated by GDOT. Should this request be denied tonight, GDOT would have to explore other alternatives. Mr. Morrow, House Representative Yates, State Senator Chance, Urban Transportation Planner Anthony Dukes, and City Manager Kenny Smith attended initial meeting.

Chairman Freeman asked about the passing lanes associated with bridge replacements which is an ongoing project and probably 40% completed on Highway 155 all the way to Jackson Road School. These will facilitate operational improvements as a result of studied factors that impede traffic along this route.

Mr. Millen said certain standards would have to be applied for McDonough Road to meet criteria such as drainage, curves, hills, proper shoulders, and horizontal degrees of curvature. This would not mean a four-lane but rather some widening for state route standards. The south loop with McDonough Road as the tie point has been discussed since 1998 when he first became a member of the Griffin-Spalding Area Transportation Committee.

Commissioner Flowers-Taylor noted the County did not participate in the meeting with local legislators and GDOT officials.

Mr. Wilson advised that the Spalding County Board of Commissioners authorized this very procedure in September 2006 by a vote of 4-1 with Commissioner Goss opposing. In September 2006 a letter requesting same was sent to GDOT. To move this project up to a federally funded project, as requested, would require much less of a matching fund from local participants.

Commissioner Goss said the southern loop was being discussed, and Mr. Millen said that would truly get trucks out of downtown.

Motion and second to deny by Commissioners Phillips and Goss were withdrawn after debate.

Commissioner Flowers-Taylor said she understood why Commissioner Goss opposed this project in his district, but this is a long-range plan for growth. When people move to more rural areas, no one knows what will happen years in the future, but progress does happen. The folks along Jackson Road, the current SR designation for Highway 155, share the same feelings as those on McDonough Road and encounter the same problems with ingress/egress onto their driveways and properties. There must be planned growth and she would hate to see this option removed from the slate only to encounter traffic congestion as is seen on Highway 92 until the situation becomes untenable. However, if the passing lanes being constructed now will improve Jackson Road as a state route, she wondered if the County could wait to see if the situation improves before proceeding with this letter of intent. However, she did not want to halt the transportation plan and questioned if this move would impede progress.

Commissioner Goss said at one of the local transportation meeting the new Highway 20 was mentioned as a preferred truck route. Mr. Millen said that would involve many more of the trucking locations in McDonough for access on that route, both origin and destination. For origins and destinations locally, though, that route might not make as much sense.

Commissioner McDaniel agreed that truck traffic in downtown Griffin is quite terrible, and he realized this was an emotionally-charged issue. With such issues, short-term inconvenience quite often overrides and hides long-term benefit. If this letter of intent is not approved, it won't be possible to determine if the project is viable. To do nothing is not the right idea; a decision, one way or another, needs to be made.

Commissioner Phillips said it appeared the County wanted to keep Orchard Hill separate as an entity, yet this truck route will traverse Orchard Hill. He feels for the problems of the City, but stated there could be other alternatives explored. Why not wait to see if the passing lanes on Jackson Road made an appreciable difference.

Chairman Freeman said truck traffic was only going to increase and this problem will not go away. This won't be a win-win situation, and the solution does not appear to be simple. No one likes these type changes in their back yards, but commissioners need to view the long-range picture.

Commissioner Goss felt this was only a stop-gap measure without any real feeling for long-range planning. There should be a more permanent solution.

Motion to deny request of Georgia Department of Transportation for executed Notice of Intent and Local State Route Acceptance Resolution for Proposed State Highway System Revisions in the City of Griffin and Spalding County relating to State Route 155 (CSSTP-0008-00(682), PD #0008682, Notice of Intent #3483) failed by a vote of 2-3 with Commissioners McDaniel, Flowers-Taylor and Freeman opposing.

Motion to table indefinitely the request of Georgia Department of Transportation for executed Notice of Intent and Local State Route Acceptance Resolution for Proposed State Highway System Revisions in the City of Griffin and Spalding County relating to State Route 155 (CSSTP-0008-00(682), PD #0008682, Notice of Intent #3483) by Commissioner Flowers-Taylor, seconded by Commissioner Phillips, carried 4-1 with Commissioner McDaniel opposing.

2. Consider approval of final plat of Sun City Peachtree – Pod 34 located off Jordan Hill Road.

Motion and second by Commissioners Flowers-Taylor and Phillips to approve final plat of Sun City Peachtree – Pod 34 located off Jordan Hill Road carried by a vote of 5-0.

3. Consider acceptance of Right-of-Way Deed for Anna Ruby Court (Sun City Peachtree – Pod 34).

Motion and second by Commissioners McDaniel and Flowers-Taylor to accept Right-of-Way Deed for Anna Ruby Court (Sun City Peachtree – Pod 34) carried 5-0.

4. Consider approval of final plat for Sun City Peachtree – Del Webb Boulevard Phase II, located off Jordan Hill Road.

Motion and second to approve final plat for Sun City Peachtree – Del Webb Boulevard Phase II, located off Jordan Hill Road by Commissioners Flowers-Taylor and Phillips carried 5-0.

5. Consider acceptance of Right-of-Way Deed for Del Webb Boulevard Phase II (Sun City Peachtree).

Motion and second to accept Right-of-Way Deed for Del Webb Boulevard Phase II (Sun City Peachtree) by Commissioners McDaniel and Flowers-Taylor carried 5-0.

6. Consider request from Alan Mobley, Mobley Construction, for extension of streetscape Letter of Credit for South Walkers Mill Road (Walkers Mill Estates).

Alan Mobley, 262 Mobley Road, Griffin, Georgia

Mr. Mobley said he would like a modification, actually, which might require an extension of the streetscape letter of credit. This 109-acre, fully wooded, tract currently has 11 houses with only 4 occupied. He wants to see the trees planted before Certificates of Occupancy are issued on lots. Sidewalks are already in place. Trees that are planted on the right-of-way can cause problems later as far as maintenance. This is not a mass grade site like Sun City, and there are existing trees. There are three alternatives: 1) Take the bond and the County can perform the work itself, 2) remove tree requirements, or 3) allow planting of trees when Certificates of Occupancy are issued.

Mr. Taylor said staff could not support this request because they spent a great deal of time trying to get subdivisions in the County to look better, and the street trees were part of this overall modification. If planting of the trees is staggered as houses are built, the trees will be different sizes and there can be a great differential depending on the frequency of lot sales. The approved design provides for keeping the tree growth out of the way of utilities. Street trees themselves don't really impact the sidewalks, depending on the species of the trees. Oaks and elms don't tend to push up

the sidewalks, and the benefit of having trees in the vista is much more valuable than the deficiencies. However, having made all these comments, he did recommend extending the bond since he did not think the County wanted to assume this responsibility itself. If an extension is granted and not completed, then the County can assume the bond and proceed.

Mr. Mobley said the Unified Development Ordinance, in his opinion, needs to be modified. This development involves 180 trees on septic system lots, so the development is rather unique.

Motion and second by Commissioners Phillips and McDaniel to extend to Alan Mobley, Mobley Construction, Streetscape Letter of Credit for South Walkers Mill Road (Walkers Mill Estates) for six months at the current bond rate and motion carried 5-0.

7. Consider extension of preliminary plat approval for The Highlands Subdivision, located off Highway 92, Westmoreland Road and West McIntosh Road, for Meridian Development.

Motion and second by Commissioners McDaniel and Freeman to extend preliminary plat approval for The Highlands Subdivision, located off Highway 92, Westmoreland Road and West McIntosh Road, for Meridian Development, for period of two years carried by a vote of 4-1 with Commissioner Flowers-Taylor opposing.

8. Conduct Public Hearing to consider the establishment of a street lighting district for Autumn Ridge Subdivision Phase V.

Motion and second to open Public Hearing by Commissioners McDaniel and Flowers-Taylor carried 5-0.

Motion and second to close Public Hearing after hearing no public input by Commissioners McDaniel and Flowers-Taylor carried 5-0.

9. Consider request to approve street lighting district for Autumn Ridge Subdivision Phase V.

Motion and second to approve street lighting district for Autumn Ridge Subdivision Phase V by Commissioners McDaniel and Phillips carried 5-0.

10. Consider approval of amended and restated trust indenture with Community Services, LLLP for sewage system, including sanitary sewers and appurtenances with a sewage treatment plant.

Staff requests removal of this item to be continued in January, as some issues need addressing.

Motion and second to postpone consideration of amended and restated trust indenture with Community Services, LLLP for sewage system, including sanitary sewers and appurtenances with a sewage treatment plant until January 2008 by Commissioners McDaniel and Phillips, carried 5-0.

11. Consider approval of Resolution for Tri-County Crossing Livable Centers Initiative (LCI).

RESOLUTION

SPALDING COUNTY STATE OF GEORGIA

WHEREAS, The Spalding County Board of Commissioners have approved support for making application for the Livable Centers Initiative Grant from the Atlanta Regional Commission, AND

WHEREAS, The Board of Commissioners further agree that, should said grant be awarded, Spalding County shall commit to provide twenty percent of the total project cost, not to exceed \$20,000,

NOW, THEREFORE be it resolved that the Board of Commissioners of Spalding County herewith resolve to apply for the 2008 Livable Centers Initiative Grant.

Approved this the 3rd day of December 2007.

Motion and second to approve Resolution for Tri-County Crossing Livable Centers Initiative by Commissioners McDaniel and Flowers-Taylor carried 4-1, Commissioner Phillips opposing.

12. Consider renewal of Lease Agreement for 845 Memorial Drive to Weyerhaeuser for one-year contract with option to renew for four additional years at current rate.

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 3rd day of December, 2007, by and between Spalding County, Georgia, a political subdivision of the State of Georgia, first party, (hereinafter called "Landlord"); and Weyerhaeuser Company second party, (hereinafter called "Tenant");

WITNESSETH:

Premises 1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit:

The premises known as Cook's Department Store, located at 885 Memorial Drive, Griffin, Spalding County, Georgia. Said premises contains approximately 68,056 square feet.

No easement for light or air is included in the premises.

Term 2. To have and to hold the same for a term beginning on the 1st day of January 2008, and ending on the 31st day of December 2008, unless sooner terminated as hereinafter provided. Either party hereto may terminate this contract in its entirety upon giving ninety (90) days written notice to the other party of its intent to terminate. In the event that neither party desires to terminate this contract, then it shall be automatically renewed for an additional one (1) year period beginning January 1, 2009 and each successive year thereafter until terminated as aforesaid or on December 31, 2012 whichever shall occur earlier.

Rental 3. Tenant agrees to pay Landlord, by payments to Landlord at office of the landlord in Griffin, Georgia, promptly on the first day of each month in advance, during the term of this lease, a monthly rental of Eight Thousand Three Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$8,368.75).

Deposit 4. A deposit of \$5,600 has been paid by tenant to landlord to be held as security for the performance of the terms of this lease. Upon return of the premises to landlord in compliance with all terms of this lease, said deposit shall be refunded to tenant.

Time of Essence 5. Time is of the essence of this agreement.

Utility Bills 6. Tenant shall pay water, sewer, gas, electricity, fuel, light, heat and power bills for leased premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the premises.

Use of Premises 7. Premises shall be used as a warehouse facility. The premises will be used for no other purpose without prior approval from Spalding County. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

Abandonment of Leased Premises 8. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

Repairs by Landlord 9. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises, the parking lot and the air conditioning compressors and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective conditions known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

Repairs by Tenant 10. Tenant accepts the leased premises in its present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial terms of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building, the air conditioning unit, heating unit and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earth quake or other casualty alone excepted.

Destruction of, or Damage to Premises 11. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not

wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord may restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall re-commence. Whether or not the Landlord repairs the premises or decides to terminate the lease is within the sole discretion of the Landlord.

Indemnity 12. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

Insurance 13. Tenant agrees that it shall carry statutory workers compensation insurance coverage if required by law. During the term of this lease Tenant shall also carry general liability insurance for the premises in a face amount of not less than \$1,000,000 (one million dollars) of combined single limits. Tenant agrees that the insurance policy shall name Spalding County as an additional insured. Tenant further agrees that it will carry adequate insurance to fully replace Tenant's improvements and all of Tenant's property located on the leased premises. Tenant's insurance policy shall include a waiver of subrogation against Spalding County.

Prior to the inception of this lease, Tenant shall provide Spalding County with a certificate of insurance coverage which shall provide that prior to cancellation of the Tenant's insurance policy that Spalding County shall receive at least a ten (10) day notice of the Company's intention to cancel the insurance.

Governmental Orders 14. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

Condemnation 15. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

Assignment and Subletting

16. Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Removal of Fixtures 17. Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof remove all fixtures and equipment which he has placed in premises, provided Tenant repairs all damage to premises caused by such removal.

Cancellation of Lease by Landlord 18. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provision of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an

assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises is covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and re-move all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Reletting by Landlord 19. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching this contract, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

Exterior Signs 20. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

Entry for Carding, etc. 21. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

Effect of Termination

Of Lease 22. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

No Estate in Land 23. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Holding Over 24. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

Attorney's Fees

And Homestead 25. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

Rights Cumulative 26. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Service of Notice 27. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

Waiver of Rights 28. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

Definition 29. "Landlord" as used in this lease shall include first party, its heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: None.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Motion and second to approve renewal of Lease Agreement for 845 Memorial Drive to Weyerhaeuser for one-year contract with option to renew for four additional years at current rate by Commissioners McDaniel and Flowers-Taylor carried 5-0.

13. Consider, on first reading, Ordinance #2007-26 to amend the Spalding County Code of Ordinances to provide for Dealers in Metals and Related Items Regulations to Part VI, Licensing and Regulation, Chapter 5, Sections 6-5001 through 6-5005.

At the request of Capt. Tony Ranieri in the Sheriff's Office, this ordinance was developed in an effort to curb the rash of theft of metals (copper wire in air conditioning units, etc.) in the County.

Motion and second to approve on first reading, Ordinance #2007-26 to amend the Spalding County Code of Ordinances to provide for Dealers in Metals and Related Items Regulations to Part VI, Licensing and Regulation, Chapter 5, Sections 6-5001 through 6-5005 by Commissioners Phillips and McDaniel carried 5-0.

14. Consider approval of Consulting Agreement between Spalding County and Sturgis Web Services for provision of website programming, hosting and maintenance services.

This is for the new website for the Tax Commissioner's Office and was a service provided free for the first three months. This company was advocated by the tax commissioners association in the state, and most counties who offer online tax payments use Sturgis. The fee is \$885 per quarter.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made this 12th day of November month 2007 between Sturgis Web Services, a South Carolina corporation, ("Provider") and Spalding County, a Georgia Government (the "Client").

Client desires certain consulting services from Provider, and Provider agrees to provide such consulting services under the terms and conditions specified below. In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Services.** Provider will provide consulting services as more fully described in Exhibit A attached hereto (the "Consulting Services Scope of Work"). Provider will also provide such additional services, if any, as the parties may from time to time agree in writing (the "Additional Services").
2. **Cooperation.** The parties acknowledge that the Consulting Services require the cooperation of the Client. Accordingly, the Client agrees to reasonably cooperate with Provider to enable Provider to render the Consulting Services and to provide the assistance described in this Agreement.
3. **Payments for Services.** The fee ("Fee") for the Consulting Services and assistance provided by Provider pursuant to this Agreement will be due and payable in such amounts and at such times as is specified in Exhibit A attached hereto. In addition to the Fee, the Client will reimburse Provider within 30 days of its invoice for (i) any Additional Services at the hourly fees set forth on Exhibit A, (ii) the Client approved reasonable travel, lodging and food expenses incurred by Provider in connection with its activities conducted outside of the Charlotte, North Carolinas area, and (iii) express delivery or courier charges which may be incurred by Provider at the request of the Client.
4. **Taxes.** Under Georgia State Law, Spalding County is exempt from all taxes.
5. **Term.** This Agreement shall commence immediately upon the execution of this Agreement by the parties. This Agreement will end upon completion of the Consulting Services and Additional

Services, if any; provided, however, that the provisions of Sections 7 through 11 of this Agreement, and the Client's obligation to pay all amounts due to Provider will survive any expiration or termination of this Agreement.

6. Termination.

(a) Termination by Provider. Provider has the right to terminate this Agreement 90 day notice upon the occurrence of any one or more of the following events: (i) failure of the Client to pay any amounts owed to Provider when due and payable; (ii) the Client's breach of any other term or provision of this Agreement, provided that if such breach is capable of remedy, Client shall have 15 days after such breach to cure the same; (iii) the Client becomes insolvent or makes any assignment for the benefit of its creditors; (iv) any proceeding is instituted by or against the Client under any bankruptcy or similar laws for the relief of debtors; or (v) the appointment of any trustee or receiver for any of the Client's assets. The provider must turn over the Client Web Site, software and associated databases including source code in a format designated by Client within 15 days of notice of termination.

(b) Termination by Client. The Client may terminate this Agreement any time without cause upon not less than ninety days prior written notice to Provider. Upon termination, the following amounts shall be immediately due and payable to Provider: (i) all Fees due for the Consulting Services and for any Additional Services which have been provided prior to termination; and (ii) all other amounts due under this Agreement. The provider must turn over the Client Web Site, software and databases including source code in a format designated by Client within 15 days of notice of termination.

7. Confidential Information.

(a) Definition. For purposes of this Agreement, "Confidential Information" of each party means information of such party relating to its business which derives economic value, actual or potential, from not being generally known to other persons, firms or entities, including, without limitation, (i) as to Client, all such information disclosed or provided to Provider pursuant to this Agreement which was required for Provider to provide its services under this Agreement, and (ii) as to Provider, all contacts, methods, processes, procedures, systems, algorithms, designs, structures and techniques developed, used for, or related to, the Consulting Services or Additional Services.

(b) Non-Disclosure of Confidential Information. Each party agrees to use the Confidential Information of the other party only to the extent contemplated by this Agreement, and for a period of three (3) years after the date hereof or if such information can also be considered a trade secret under applicable law then to the extent restricted by such applicable laws, not to disclose the Confidential Information of the other party to any other person, firm or entity, other than its authorized employees or agents who require the same to utilize such Confidential Information as contemplated by this Agreement.

8. Ownership of Licensed Work and Derivative Work.

(a) All software development and database development performed by Provider on behalf of the client shall become the joint property of the Client and Provider with the exception of the database administration function in which the Provider retains sole ownership and section 8 (b) listed below. At the request of the Client all software, and databases developed for the Client must be turned over to the Client within 15 working days. The Client agrees not to share or provide any work performed by the Provider on behalf of the Client with any outside organization or business entity (outside of Client) without the express written consent of the provider.

(b) Subject to Section 8(a) above, all right, title and interest in and to any Derivative Works made by or on behalf of Client, its subsidiaries, agents and sub-licensees, and all rights therein (including without limitation rights in patents, copyrights, trade secrets and other intellectual property rights applicable thereto) are and shall remain the exclusive property of Client.

(c) For purposes of this Agreement, Licensed Work shall mean the computer programs known as the [provider software imbedded in work product for Client licensed to Client], including the associated source code and other materials to the extent Provider owns or has authority to license the same.

(d) For purposes of this Agreement, "Derivative Work" shall mean a work which is based upon the Licensed Work, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion or any other form in which such Licensed Work may be recast,

transformed or adapted, and which, if prepared without authorization of the owner of the copyright in such Licensed Work, would constitute a copyright infringement.

9. Use of Client Materials and Provider Materials. In order to provide the services under this Agreement, the Client may provide to Provider copies of certain documents, business plans, financial information, manuals, programs and other materials belonging to the Client or the Clients, Client (the "Client Materials"). Provider acknowledges the Client's ownership of the Client Materials, regardless of the media on which the Client Materials are provided. To the extent that the Consulting Services provided by Provider to the Client hereunder contain any materials or information of Provider (collectively the "Provider Materials"), including, without limitation, any Confidential Information of Provider, any computer programs, or business models, algorithms, processes, Provider grants Client a non-exclusive, worldwide right and license to use the same upon payment in full of the Fee; provided, however, that such use will be subject to the provisions of Section 7 above, and provided, further, that no right is granted to disassemble or reverse engineer, any computer programs, algorithms or business models, or to otherwise use the Provider Materials for any purpose other than for what it was originally intended within the scope of the Consulting Services, without the express written permission of Provider.

10. Remedies. In the event of any alleged default by Provider, the entire liability of Provider, and the Client's exclusive remedy, shall be, at the option of Provider, either completion of the Consulting Services within the scope set forth in Exhibit A, or refund of any prorated amounts owed/paid under this Agreement. Except as set forth on Exhibit A, Provider does not warranty or guaranty that the Consulting Services will result in a work product that will achieve the intended results of Client and hereby expressly disclaims any express or implied warranties relating thereto.

11. Limitations. Notwithstanding any other provision of this Agreement, in no event shall the liability of Provider in connection with this Agreement, or any advice or assistance provided under this Agreement, whether in contract, tort, or under any other legal theory, exceed the Fee received by Provider under this Agreement. In no event shall Provider be liable for lost profits or revenues, or for any special, incidental, consequential or similar damages.

12. Miscellaneous.

(a) Assignment. This Agreement may not be assigned or transferred in any manner by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempt by either party to transfer any of its rights, or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party shall be void.

(b) Remedies. Except as otherwise provided in this Agreement, any rights or remedies granted herein to either party shall be in addition to and not in lieu of any other right or remedy of such party at law or in equity.

(c) Waiver. No failure on the part of either party to exercise, and no delay by either party in exercising any right, power or remedy will operate as a waiver, nor shall a single or partial exercise of either party of any right, power or remedy preclude any further exercise or the exercise of any other right, power or remedy. No express waiver or assent by either party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any other breach of or default in the same or any other term or condition of this Agreement.

(d) Force Majeure. Should the performance of this Agreement by either party be prevented by fire, flood, storm, strike, acts of God, unavoidable casualty, governmental order or state of war, or by any similar cause beyond the control of such party, such party's performance to the extent it is so prevented or delayed shall be excused, provided notice of its inability to perform is given to the other party within a reasonable period of time.

(e) Governing Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

(f) Independent Contractor. The services to be rendered by Provider hereunder will be rendered by it as an independent contractor and not as an employee. Neither Provider nor any person, firm or entity, assigned by Provider to any particular task hereunder shall be deemed to be employed by the Client for purposes of any Federal or state withholding taxes, and the Client shall not be responsible or required to withhold or pay any of such taxes for or on behalf of Provider or its employees.

(g) No Solicitation of Employees. Client shall not, directly or indirectly, hire or solicit for

employment any employee or contractor of Provider for a period of two (2) years from the date hereof unless Client first obtains the written permission of Provider, or unless such employee was terminated by Provider prior to any such solicitation. Provider shall not, directly or indirectly, hire or solicit for employment any employee of Client for a period of two (2) years from the date hereof unless Provider first obtains the written permission of Client, or unless Client terminated such employee prior to any such solicitation.

(h) No Solicitation of Customers. Client shall not, directly or indirectly, solicit for any purpose relating to any direct customer of Provider for a period of three (3) years from the date of introduction to or the end of a contract or assignment with that customer unless you obtain the written permission of Provider. Provider shall not, directly or indirectly, solicit for any purpose any direct customer of Client with regard to providing the same services or products of Client for a period of three (3) years from the date of introduction to or the end of a contract or assignment with that customer unless you obtain the written permission of Client.

(i) Partial Invalidity. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms constitute their agreement with respect to the subject matter hereof, and all such remaining terms will remain in full force and effect. The provisions of this Agreement are severable, and the invalidity of one or more of the provisions of this Agreement will not have any effect upon the validity or enforceability of any other provision.

(j) Notices. Any notice pursuant to this Agreement shall be sufficiently given if delivered in person, if mailed by registered or certified mail, postage prepaid, or delivered by an overnight courier service, to the parties at the addresses specified below the signature of each party below, or if transmitted by telecopy to the telecopy number specified below and confirmed by the recipient by telecopy. Any party may change the address or telecopy number to which notices are to be sent by giving notice to the other party at the address and in the manner provided herein. Notices sent by mail shall be deemed delivered five days after deposit and notices transmitted by confirmed telecopy shall be deemed delivered on the date of transmittal and if by overnight service on the day of delivery; provided, however, that any notice of termination pursuant to Section 5(b) will be effective only upon receipt.

(k) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns.

(l) Headings. Headings as to the contents of particular sections are inserted only for convenience and are not considered a part of this Agreement or as a limitation on the scope of any of the terms or provisions of this Agreement.

(m) Entire Agreement. This Agreement supersedes all prior discussions; understandings, literature and agreements between the parties with respect to the matters contained herein, and contains the sole and entire agreement between the parties with respect to the transactions contemplated herein. This Agreement may not be amended or modified except by another agreement in writing executed by the parties.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Provider: Sturgis Digital Communications
PMB 328 1750 Highway 160 West
Suite 101
Fort Mill, SC 29708

Client: County Commission
Spalding County
PO Box 1087
Griffin, Georgia 30223

Motion and second to approve Consulting Agreement between Spalding County and Sturgis Web Services for provision of website programming, hosting and maintenance services by Commissioners McDaniel and Phillips carried 5-0.

15. Consider request of Griffin-Spalding County Hospital Authority to approve allocation of funds for 2008 projects for the Spalding County Board of Health, Spalding County Parks and Recreation, and McIntosh Trail Reflections Geriatric Services.

Motion and second to approve Griffin-Spalding County Hospital Authority allocation of funds for 2008 projects for the Spalding County Board of Health, Spalding County Parks and Recreation, and McIntosh Trail Reflections Geriatric Services as follows by Commissioners McDaniel and Phillips carried 5-0.

Spalding County Board of Health (flu shots).....	\$28,440
Spalding County Board of Health (Children's Dental Program)	156,000
Spalding County Board of Health (Adult Dental Program)	25,000
Spalding County Board of Health (Medical Clinic)	262,000
Spalding County Parks & Recreation (Defibrillators).....	4,500
McIntosh Trail Reflections Geriatric Services.....	15,000

16. Consider approval and authorize Chairman to execute the FY 08 CSBG contracts with the Georgia Department of Human Resources for Council on Aging (nutrition program), Emergency Referral Program at Spalding County Senior Center, Youth and Family Development at Spalding County Juvenile Probation Office and McIntosh Trail RDC (grant administration).

Mr. Wilson noted this is a yearly contract for the Community Services Block Grant program and conforms to the approved budget.

Motion and second to approve and authorize Chairman to execute the FY 08 CSBG contracts with the Georgia Department of Human Resources for Council on Aging (nutrition program), Emergency Referral Program at Spalding County Senior Center, Youth and Family Development at Spalding County Juvenile Probation Office and McIntosh Trail RDC (grant administration) by Commissioners McDaniel and Flowers-Taylor carried 5-0.

17. Consider approval of additional, floating holiday for Spalding County employees, effective 1-1-08.

Motion and second to approve additional, floating holiday for Spalding County employees, effective 1-1-08 by Commissioners Phillips and McDaniel carried 5-0.

18. Consider approval of payment for unused annual leave to Spalding County employees.

Mr. Wilson advised this could be a very effective incentive tool for retention of employees. This policy was discontinued in the 1990s and some would like it reinstated. Discussion followed.

Motion and second to approve payment for unused annual leave to Spalding County employees by Commissioners Phillips and Flowers-Taylor, amended to become effective December 2007, carried 5-0 after discussion.

19. Discuss commercial development along the LCI development corridor.

If the LCI study determines how development will happen along the north corridor, Commissioner Flowers-Taylor felt the County needs a moratorium on all commercial development in the area from the City limits up to Dobbins Mill Road until the LCI is complete six months from now. The general consensus was to request staff and Mr. Galloway to draft for the December 20, 2007 Zoning Public Hearing a moratorium for action.

XII. REPORT OF COUNTY MANAGER

-On 12-6-07 there will be a free seminar for the latest in skate park design trends and safety at The Grind Skate Park from Noon to 5:00 p.m.

-Southern Natural Gas is extending its pipeline service and making changes. A presentation will be made at the Planning Commission on 12-11-07 at 7 p.m. The media is requested to publicize this to allow for public input/questions. The issue will present to the Board of Commissioners in January.

-The Spalding County Health Fair will be 1-31-08 at City Park Gym from 8:30 a.m. to 1:30 p.m.

-A memo dated 12-4-07 regarding mileage reimbursement brings the County's recommended mileage rate in line with that set by the IRS at 50.5 cents per mile effective 1-1-08.

-Revised grievance and employee notice forms and new policy now states they must come into Human Resources for a numbered form that will be tracked to follow up on outstanding matters. This was an item mentioned at the commissioners' retreat.

-Swerdlin & Company, the company that handles post-employment benefit calculation and compilation, will help select providers for health care from proposals solicited. They'll evaluate the major vendors and handle the process, which will begin immediately to better allow time for program sign-ups by employees and budget preparation.

-Alcohol violation tracking will restart based on the new ordinances passed tonight, beginning in January 2008 and will report quarterly regardless of whether package, convenience or consumption on premises violations. New ordinances will go out with the December licensing information to better inform the 50-60 licensees.

XIII. REPORT OF COMMISSIONERS

Goss:

He wants to see at least a 100' buffer around spray fields like Minerva's. He asked if Code Enforcement was looking at unsafe abatement properties on a complaint basis only. Mr. Wilson said he had requested they look at these properties while they are traversing the County. Commissioners requested that Mr. Wilson notify them before having Code Enforcement proceed with requesting inspections for unsafe abatement properties.

Flowers-Taylor:

At the lighting of Christmas lights at Airport Road Park, she was very proud of Parks & Recreation and liked the interactive aspects for participation. Much work was obviously involved and they were very creative. At the CI, she's been happy with what she has been privy to at the facility since the advent of the Interim Warden Jimmy Sikes. She wondered about asking for an extension of his tenure before hiring a permanent warden to help to solidify some concerns. Mr. Wilson told her the Interim Warden would be at the facility at least through 12-31-07 if not through February/March 2008. He is also an applicant for the position on a permanent basis. He didn't anticipate making an appointment until mid-January to early February and will discuss with the Board after interviews are over.

Phillips: No comments.

McDaniel: No comments.

Freeman: No comments.

Fortune:

The HealthSouth request for refund case went to the Court of Appeals, and the Appellate Court has reversed the decision of the lower court. So, that case is concluded.

XIV. ADJOURNMENT

Motion and second by Commissioners McDaniel and Freeman carried 5-0 at 9:38 p.m.

Chairman

Secretary

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